

ASSUMPTION AGREEMENT, dated June 1, 1972,  
between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a  
Delaware corporation (hereinafter called the "North Western"), and  
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
a national banking association (hereinafter called the "Bank")

WITNESSETH:

WHEREAS, pursuant to a Security Agreement dated as of  
May 9, 1972 (hereinafter called the "Lease"), between CHICAGO  
AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation  
(hereinafter called the "Railway"), and the Bank, the Railway,  
in consideration of a loan from the Bank, granted to the Bank  
a security interest in certain railroad equipment described there-  
in (such railroad equipment hereinafter called the "Equipment");  
and

WHEREAS, the Security Agreement was filed and recorded  
with the Interstate Commerce Commission pursuant to Section 20c  
of the Interstate Commerce Act on May 11, 1972 under Recordation  
No. 6606; and

WHEREAS, pursuant to authority and approval granted by the  
Interstate Commerce Commission in an order dated April 28, 1972  
in Finance Docket Nos. 26371 and 26372, Railway sold substantially  
all of its lines of railroad, effective June 1, 1972, to North  
Western in conformity with applicable law (hereinafter called the  
"Sale"); and

WHEREAS, under the terms of the Sale, all the rights and  
interests of the Railway under the Security Agreement were trans-  
ferred to the North Western and the North Western assumed the  
obligations, duties and liabilities of the Railway under the  
Security Agreement, and

WHEREAS, the North Western intends by means of this  
Assumption Agreement to comply with the provisions of Section 9  
of the Security Agreement and seeks acknowledgement by the Bank  
that the substance and form of this Assumption Agreement are  
satisfactory and in accordance with said Section 9 of the Security  
Agreement.

NOW, THEREFORE, in consideration of the premises and of  
the mutual promises hereafter set forth, it is agreed between  
the parties hereto that:

RECORDATION NO. 6606-A

Filed & Recorded

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CHICAGO AND NORTH WESTERN RAILWAY COMPANY

1. The North Western hereby expressly assumes and agrees to perform and abide by all obligations and conditions on the part of the Lessee to be kept and performed under the Security Agreement to the same extent as though the North Western had been named therein in place of the Railway and had itself signed, executed and delivered the Security Agreement.

2. The Bank hereby acknowledges that this Assumption Agreement is an appropriate instrument satisfactory in substance and form, and in accordance with Section 9 of the Security Agreement.

3. The North Western will promptly cause this Assumption Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

4. The Security Agreement and all the terms and provisions thereof, except as modified by this Assumption Agreement, shall continue in full force and effect.

5. This Assumption Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be duly executed as of the date first above written.

CHICAGO AND NORTH WESTERN TRANSPORTATION  
COMPANY

ATTEST:

Thomas E. Queensland  
Assistant Secretary

By Richard M. Freeman  
Vice President

CONTINENTAL ILLINOIS NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO

ATTEST:

Karl P. Sward  
Commercial Banking Officer

By John W. Haine  
Vice President

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF C O O K )

I, *L. M. Fry* a Notary  
Public duly commissioned and qualified in and for the County  
and State aforesaid and residing therein DO HEREBY CERTIFY  
that *RICHARD M. FREEMAN* and  
*THOMAS E. GREENLAND*, to me personally  
known and known to me to be, respectively, a Vice President and  
an Assistant Secretary of Chicago and North Western Transportation  
Company and the identical persons whose names are subscribed  
to the foregoing instrument appeared before me this day in  
person, and being first duly sworn by me, severally acknowledged  
to me that they are, respectively, a Vice President and an  
Assistant Secretary of said corporation; that as such officers  
they signed, sealed and delivered said instrument in behalf  
of said corporation by authority and order of its Board of  
Directors as the free and voluntary act and deed of said  
corporation, and as their own free and voluntary act; that they  
know the seal of said corporation; that the seal affixed to  
said instrument is the seal of said corporation; and that  
said corporation executed said instrument for the uses and  
purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 1st day of June, 1972.

My commission as such Notary Public expires **MY COMMISSION EXPIRES  
SEPTEMBER 29, 1973**

L.M. Fry  
Notary Public in and for the County of  
Cook, in the State of Illinois.

STATE OF *Illinois* )  
 ) SS:  
COUNTY OF *Cook* )

**N. M. CZERWIEC**

I, a Notary  
Public duly commissioned and qualified in and for the  
County and State aforesaid and residing therein DO HEREBY  
CERTIFY that **PETER HORNE**

and **PAUL O. SAYARD**, to me  
personally known and known to me to be, respectively, a  
Vice President and a Commercial Banking Officer  
of ~~Continental Illinois National Bank and Trust Company of Chicago~~  
and the identical persons whose names are subscribed to the  
foregoing instrument appeared before me this day in person,  
and being first duly sworn by me, severally acknowledged to  
me that they are, respectively, a Vice President  
and a Commercial Banking Officer  
of said corporation, that as such officers they signed,  
sealed and delivered said instrument in behalf of said  
corporation by authority and order of its Board of Directors  
as the free and voluntary act and deed of said corporation,  
and as their own free and voluntary act; that they know the  
seal of said corporation; that the seal affixed to said  
instrument is the seal of said corporation; and that said  
corporation executed said instrument for the uses and purposes  
therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my official seal as such Notary Public, at *Chicago*  
*Illinois* this *19<sup>th</sup>* day of *July*, 19*73*.

My commission as such Notary Public expires

MY COMMISSION EXPIRES APR. 15, 1974

*J. M. Grewed*  
\_\_\_\_\_  
Notary Public in and for the County of *Cook*  
, in the State of *Illinois*